

EXHIBIT B

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VIRGINIA DEPARTMENT OF MOTOR VEHICLES
AND THE VIRGINIA DEPARTMENT OF ELECTIONS**

This Memorandum of Understanding (MOU) is made and entered into by and between the Virginia Department of Motor Vehicles ("DMV") and the Virginia Department of Elections ("ELECTIONS"). The MOU effective date is established by the date of execution.

**Article 1
Introduction and Purpose**

The primary purpose of this MOU is to establish the terms and conditions under which, pursuant to Code of Virginia §§ 24.2-410.1, 24.2-411.3, 46.2-208(B)(9), 46.2-208.1, and 46.2-328.1, and Executive Orders Number Thirty-One (2024) and Number Thirty-Five (2024), DMV will provide certain data and electronic access to data to ELECTIONS, which requires this data in the conduct of its official duties under Title 24.2 of the Code of Virginia, and the terms and conditions under which ELECTIONS will receive, use, and protect the data provided to it by DMV. This MOU will cover the following five data transfers:

- A. Data Extraction File Transfers
- B. Data Transferred Pursuant to the National Voter Registration Act
- C. ELECTIONS Access to relevant DMV Information Systems
- D. Digital Signature Service
- E. VERIS verification against DMV records

**Article 2
General Provisions**

2.1 Term. This MOU will commence upon the execution by both parties and will continue in effect until modified, amended, or terminated.

2.2 Termination. Either party may terminate this MOU at any time for any reason. Notwithstanding the foregoing, the parties agree that, to the extent reasonable, 30 days' notice of intent to terminate this MOU will be provided to the other party.

2.3 Review and Modification of MOU. This MOU may be modified or amended as necessary upon the mutual written agreement signed and dated by both parties. All modifications and amendments shall be incorporated and made a part of the MOU as if attached hereto. This MOU supersedes and replaces the MOU entered into by the Parties on March 15, 2021.

2.4 Relationship of the Parties. The parties shall meet and confer within 10 business days of a request of either party to address issues arising under this MOU.

2.5 Party Contacts. The parties identify the following individuals as their points of contact for operational, administrative, and/or performance questions, concerns or issues, and as their representatives to receive notice under this MOU:

For DMV:

Matthew Martin
Director of Data and Records Services
Department of Motor Vehicles
(804) 763-8568
Matthew.Martin@dmv.virginia.gov
2300 West Broad Street
P.O. Box 27412
Richmond, Virginia 23269

For ELECTIONS:

Brandon Smith
Chief Information Officer
Department of Elections
(804) 971-3960
Brandon.Smith@elections.virginia.gov
1100 Bank Street, 1st Floor
Richmond, VA 23219

2.6 Notice. Any notice required or permitted to be given under the MOU shall be in writing and shall be deemed to have been sufficiently given if delivered in person, if provided by email to the person designated by each party to receive notice by email, or if deposited in the U.S. mail, postage prepaid, for mailing by first class, registered, certified mail, or overnight courier service addressed to the individual and at the address provided by each party. The parties may change the individual identified in the preceding section to receive notice or any of the contact information by giving the other party notice of such change in accordance with this provision. The parties agree that, should the designated person cease to be the appropriate representative, such party shall appoint a new contact and notify the other party within five (5) business days of the appointment.

2.7 Titles and Headings. Titles and headings are inserted for convenience only and shall not be used to interpret this MOU.

2.8 Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and of the United States. If necessary, any disputes that arise out of the MOU shall be tried by a court of competent jurisdiction located in the Commonwealth of Virginia.

2.9 Modification of Data Fields and Services. Any addition, deletion, or significant modification of the fields included in any of the data exchanges subject to the provisions of this agreement, and any change to the frequency with which DMV sends the data to ELECTIONS, must be agreed upon in writing. The parties may amend this agreement to reflect a modification in accordance with Article 2.3 of this MOU or may attach the written documentation as an amendment to this MOU. After DMV and ELECTIONS agree, in writing, to any modification to data fields and services, DMV will develop, test, and implement software development lifecycle and change-control processes pursuant to DMV and COV policies. DMV is a pass-through for collecting customer information, and ELECTIONS is responsible for ensuring that the data received meets the agreed upon requirements in a timely manner in both test and production environments.

2.10 ELECTIONS Liability. ELECTIONS shall be liable for any misuse or misappropriation of any information obtained from DMV in connection with this MOU, any failure by ELECTIONS, its employees, agents, and/or authorized users to comply with the provisions of the Federal Driver's Privacy Protection Act, Va. Code §§ 46.2-208 and 58.1-3, and the Government Data Collection and Dissemination Practices Act, and for any failure to safeguard and limit access to DMV files as required herein.

2.11 DMV Liability. DMV shall be liable for any misuse or misappropriation of any information obtained from ELECTIONS in connection with this MOU, any failure by DMV, its employees, agents, and/or authorized users to comply with the provisions of the Federal Driver's Privacy Protection Act, Va. Code §§ 46.2-208 and 58.1-3, and the Government Data Collection and Dissemination Practices Act, and for any failure to safeguard and limit access to ELECTIONS files as required herein.

2.12 Notification of Material Changes to Services. Each party shall be required to notify the other of any planned material changes in the security or functionality of any dependent services with sufficient time for the parties to discuss any security/technical/functional considerations and/or changes.

Article 3 Data Extraction File Transfers

3.1 Provide Information. DMV agrees to provide ELECTIONS with the following data extractions:

- 1) Daily, DMV will provide to ELECTIONS an electronic file, which includes those customers for whom DMV recorded (1) a NO answer to the citizenship question posed for voter registration purposes or (2) legal presence documents indicating non-citizenship status during the business day. The NO answers will include customers who certify that they are not citizens in connection with an application for a driver or identification privilege card; however, in accordance with Code of Virginia §§ 46.2-328.3 and 46.2-345.3, DMV will not identify to ELECTIONS which customers hold privilege cards.
- 2) On or about the 10th day of each calendar month, DMV will provide to ELECTIONS an electronic file, which includes those customers for whom DMV recorded (1) an in-state or out-of-state address change or (2) an out-of-state surrender of license.
- 3) On or about the 10th day of each calendar month, DMV will provide ELECTIONS an electronic file, which includes data from each DMV customer record.

3.2 Data Format. DMV will provide ELECTIONS with the above-specified data using the file layout and transmission protocols determined and agreed to by information technology personnel of the two agencies; the file layout and transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU.

Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

3.3 Costs. ELECTIONS will reimburse DMV for the costs of providing data in accordance with Article 3 of this MOU at the rate of \$600 per month. Using automated monthly billing, DMV will invoice ELECTIONS on a monthly basis following the successful and timely transmission of the data required by this MOU. ELECTIONS will remit the invoice fee in accordance with the standards set forth in the relevant CAPP topics.

Article 4

Transfer of Customer Data Pursuant to the National Voter Registration Act

4.1 Purpose. Pursuant to the requirements of the National Voter Registration Act, 52 U.S.C. §§ 20501, et seq.; the Help America Vote Act of 2002, 52 U.S.C. §§ 20901, et seq.; and Title 24.2, Article 4, of the Code of Virginia, DMV provides customers conducting qualifying transactions the opportunity to apply to register or to update their voter information with ELECTIONS. DMV serves as a pass-through agency by collecting information from the customer and transferring the data to ELECTIONS, together with the identifying information from the customer's DMV record. This transfer of customer responses and customer record data is referred to as a "motor voter transaction." Customers present in a DMV customer service center will be presented with questions to complete the motor voter transaction on the credit card terminal located at the customer service window. Customers conducting online DMV transactions will be presented with questions to complete the motor voter transaction within their online DMV transaction.

Qualifying Transactions:

- Original Driver's License/Commercial Driver's License Issuance
- Driver's License/Commercial Driver's License Renewal
- Driver's License/Commercial Driver's License Replacement
- Original Identification Card Issuance
- Identification Card Renewal
- Identification Card Replacement
- Change of Address associated with Driver's License/Commercial Driver's License or Identification Card

Non-Qualifying Transactions:

- Driver Privilege Card Issuance or Replacement, pursuant to Code of Virginia § 46.2-328.3
- Identification Privilege Card Issuance or Replacement, pursuant to Code of Virginia § 46.2-345.3
- Change of Address for a customer who only owns a vehicle

4.3 All Customers. All customers will be informed that, if they are eligible, they will be registered to vote or have their voter registration information updated unless they decline. If the customer declines, the motor voter transaction will be concluded.

A. Application to Apply to Register to Vote

The customer will be asked if he or she is a citizen and will have the option to decline to have their information transmitted to ELECTIONS for voter registration purposes. If the customer does not decline to have their information transmitted and they have affirmed that they are a citizen, the customer will then be presented with a series of questions to collect the information needed to transmit the voter application to ELECTIONS. The language of the questions and the order in which the questions are presented for information needed to complete the voter application process are within ELECTIONS' discretion. The language of questions collecting information needed only for the DMV transaction is at DMV's discretion. The parties shall consult and attempt to agree on all language and workflow for the motor voter process. The language of the questions, including any translations thereof, presented in a motor voter transaction may be changed by written agreement of the parties without the need to amend this MOU.

B. Registered voters

Registered voters will be presented with one additional screen not seen by unregistered voters. The screen will display the customer's current voter registration information with ELECTIONS and state that, if the information is incorrect, it may be changed.

C. Non-consents

When the customer responds negatively to certain questions or prompts, the Registration Type is Non-Consent.

4.4 Transaction Confirmation. A confirmation record of each of the above-named transactions will be retained by DMV in accordance with established records retention policies.

4.5 Print-on-demand transactions. Customers who are unable or unwilling to complete the motor voter transaction on the credit card terminal available in a customer service center will be provided a print-on-demand form. DMV will prepopulate the form with the customer's information found on the DMV record. The customer will be given the opportunity to complete the form while present in the DMV and return the form to the DMV customer service representative. DMV will collect all forms and mail them on a daily basis to ELECTIONS.

4.6 Overnight batch. DMV offers customers the opportunity to change an address, renew or replace a driver's license, and renew or replace an identification card, by mailing a paper form to DMV headquarters. To comply with the requirement to offer a motor voter transaction to these customers, DMV will send a paper application prepopulated with the customer record information to the customer through an overnight batch process. Customers will be directed to return the form to ELECTIONS by mail.

4.7 Lack of social security number on DMV customer record. Prior to transmitting an electronic motor voter customer transaction, the DMV system will check the customer record to determine if the customer has a social security number on file. If the check determines no social security number is present, the motor voter transaction will be held until the end of the day, when the system will check the customer record a second time. If a social security number is present, the number will be transmitted with the customer record information and responses to the motor voter questions to ELECTIONS at that time. If the customer still does not have a social security number on file at the end of the day, the customer will be sent a paper application in accordance with the batch process in Article 4.6.

4.8 Data Retention. DMV will maintain all properties related to the submission of the customer transaction permanently. The data submitted pursuant to Articles 4.3 and 4.4 will be considered a copy once ELECTIONS has confirmed receipt and will be maintained by DMV only so long as administratively useful.

Article 5

ELECTIONS' Access to Relevant DMV Information Systems

5.1 Provide Access. DMV shall provide read-only access to relevant DMV information systems to authorized ELECTIONS users, as set forth in Article 5.2. Read-only access to relevant DMV information systems is intended to provide ELECTIONS with information to research voter registration and verify customer responses in relation to the voter registration process.

5.2 ELECTIONS Users. ELECTIONS will provide a log of all authorized users to relevant DMV information systems to DMV and keep the log updated with personnel changes. The parties will agree upon a schedule for adding or deleting authorized users as required to provide sufficient support for elections scheduled throughout the calendar year.

5.3 Operations Maintenance Windows. DMV will make every effort to ensure applicable systems and services are accessible; however, DMV systems and services may not be available during required, scheduled DMV or Commonwealth maintenance windows, including, but not limited to, the Virginia Information Technology Agency's Wednesday and Sunday evening windows.

5.4 Election-related Freeze Periods. DMV will make every effort to comply with the change freeze periods around scheduled elections. If DMV determines that a required change is critical to DMV security or operational requirements and must be made during a freeze period, DMV will take all necessary precautions to limit negative impacts to ELECTIONS' services and will notify ELECTIONS of any potential impacts prior to implementation, if feasible.

Article 6

Digital Signature Service

6.1 Purpose. ELECTIONS must obtain a customer signature to complete any electronic DMV or ELECTIONS' voting-related transaction initiated by the customer. Pursuant to Code of Virginia § 24.2-416.7, DMV shall provide ELECTIONS with a digital copy of an applicant's signature on record with DMV.

6.2 Information Provided by ELECTIONS. For each transaction conducted under Article 6, ELECTIONS sends applicable data to DMV.

6.3 Information Provided in Return to ELECTIONS. DMV provides applicable data in response to a customer submission from ELECTIONS conducted under Article 6:

6.4 Data Format. The above-specified data will be transferred using the transmission protocols determined and agreed to by information technology personnel of the two agencies; the transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

Article 7

Online Verification against DMV records

7.1 Purpose. DMV will assist ELECTIONS in verifying the identity of customers seeking to register to vote by direct contact with ELECTIONS.

7.2 Information Provided by ELECTIONS. For each transaction, ELECTIONS sends the applicable data to DMV.

7.3 Information Provided in return to ELECTIONS. DMV will attempt to make an exact match to customer data on record. If an identical match is found, ELECTIONS will be notified that a match has been found. If the data is not an identical match to DMV data in any respect, ELECTIONS will be notified that an identical match has not been found.

7.4 Data Format. The above-specified data will be transferred using the transmission protocols determined and agreed to by information technology personnel of the two agencies; the transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

Article 8 ELECTIONS' Responsibilities

8.1 Use of DMV information. ELECTIONS will use DMV information for the purposes of voter registration as required by Chapter 4 of Title 24.2 of the Code of Virginia. Except as provided in Va. Code §§ 24.2-404 and 24.2-444, ELECTIONS shall not make DMV information available to the public and shall not provide such information to any third party.

8.2 Confidentiality and Privacy of Information. ELECTIONS acknowledges and agrees that any information obtained pursuant to this MOU is considered personal and confidential and is subject to and governed by the restrictions upon access, use and/or dissemination of such information set forth in state and/or federal laws and regulations. ELECTIONS agrees, without reservation or qualification, that it and its employees, agents, and/or authorized users shall comply with and be subject to all applicable laws and regulations, whether federal or state, in connection with any receipt and use of DMV data received pursuant to this MOU including, but not limited to, (1) the Federal Drivers Privacy Protection Act (18 U.S.C. §§ 2721, et seq.), (2) the Government Data Collection and Dissemination Practices Act (Va. Code §§ 2.2-3800, et seq.), (3) the Virginia Computer Crimes Act (Va. Code §§ 18.2-152.1, et seq.), (4) the provisions of Va. Code §§ 46.2-208 and 58.1-3, and (5) any successor rules, regulations, or guidelines adopted by DMV with regard to disclosure or dissemination of any information obtained from DMV records or files. ELECTIONS agrees to comply with such restrictions and to make all employees, agents, and authorized users of ELECTIONS aware of such provision and of their duties and obligations thereunder.

8.3 Monitoring Use of Information. ELECTIONS agrees to monitor all use of the information obtained from DMV and to immediately report to DMV any incidents of non-compliance with federal or state laws and regulations, non-compliance with this MOU, or misuse of information provided under this MOU by any person or entity.

8.4 Limitation on Use. Distribution of privileged information, as described at Va. Code § 46.2-208, to any third party other than elections officials in order to carry out their official functions under Title 24.2 of the Code of Virginia is prohibited. ELECTIONS certifies, by execution of this MOU, that the information obtained under this MOU will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

8.5 Antivirus and Security Patch Requirements. ELECTIONS understands and agrees that each electronic device used to access the DMV System must:

- a) Have commercially available Antivirus software installed and actively running on the device, and that the Antivirus software must be maintained with up-to-date virus definitions; and
- b) Have the latest approved operating system security patches installed on the device, and that the operating system must be maintained with up-to-date security patches.

8.6 Security Requirements. ELECTIONS shall, at its own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including any revisions, amendments, and/or successors thereto. ELECTIONS also shall, at its own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at

<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at

<https://www.dmv.virginia.gov/sites/default/files/documents/DMV%20Security%20%26amp%3B%20Risk%20Management%20Policy%202.1.pdf>.

ELECTIONS will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

8.7 Audit. DMV reserves the right to audit ELECTIONS to confirm compliance with all requirements in this MOU. ELECTIONS shall provide DMV with full access to and the opportunity to examine any electronic devices, records and/or other materials necessary to performing such audits, except any such records and/or other materials that are privileged or confidential. Similarly, ELECTIONS reserves the right to audit DMV to confirm compliance with all requirements in this MOU. DMV shall provide ELECTIONS with full access to and the opportunity to examine any electronic devices, records and/or other materials necessary to performing such audits, except any such records and/or other materials that are privileged or confidential.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed by their authorized representatives intending to be bound by the terms and conditions herein set forth.

Virginia Department of Motor Vehicles

Virginia Department of Elections

By: Gerald F. Lackey
Gerald F. Lackey, Ph.D., Commissioner

By: Susan Beals
Susan Beals, Commissioner

Date: September 3, 2024

Date: Sept 3, 2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VIRGINIA DEPARTMENT OF MOTOR VEHICLES
AND THE VIRGINIA DEPARTMENT OF ELECTIONS**

This Memorandum of Understanding (MOU) is made and entered into by and between the Virginia Department of Motor Vehicles ("DMV") and the Virginia Department of Elections ("ELECTIONS"). The MOU effective date is established by the date of execution.

**Article 1
Introduction and Purpose**

The primary purpose of this MOU is to establish the terms and conditions under which, pursuant to Code of Virginia §§ 46.2-208(B)(9) and 46.2-208.1, DMV will provide certain data and electronic access to data to ELECTIONS, which requires this data in the conduct of its official duties, and the terms and conditions under which ELECTIONS will receive, use, and protect the data provided to it by DMV. This MOU will cover the following five data transfers:

- A. Monthly Data Extraction File Transfers
- B. Data Transferred Pursuant to the National Voter Registration Act
- C. ELECTIONS Access to OnBase
- D. Digital Signature Service
- E. VERIS verification against DMV records

**Article 2
General Provisions**

2.1 Term. This MOU will commence upon the execution by both parties and will continue in effect until modified, amended, or terminated.

2.2 Termination. Either party may terminate this MOU at any time for any reason. Notwithstanding the foregoing, the parties agree that, to the extent reasonable, 30 days' notice of intent to terminate this MOU will be provided to the other party.

2.3 Amendment or Modification of MOU. This MOU constitutes the entire agreement between DMV and ELECTIONS. This MOU may be modified or amended as necessary upon the mutual written agreement signed and dated by both parties. All modifications and amendments shall be incorporated and made a part of the MOU as if attached hereto. This MOU supersedes and replaces the MOU entered into by the Parties in 2014. This MOU has no effect on Use Agreement Number 9925, entered into by the Parties for the purpose of providing ELECTIONS with access to the CSS system.

2.4 Relationship of the Parties. The parties shall meet and confer at any time upon the request of either party to address issues arising under this MOU.

2.5 Party Contacts. The parties identify the following individuals as their points of contact for operational, administrative, and/or performance questions, concerns or issues, and as their representatives to receive notice under this MOU:

For DMV:

Saundra Mastro Jack
Director of Data Management Services
Department of Motor Vehicles
(804) 864-6714
Saundra.Jack@dmv.virginia.gov
2300 West Broad Street
P.O. Box 27412
Richmond, Virginia 23269

For ELECTIONS:

Chris Piper
Commissioner
Department of Elections
(804) 864-8903
Chris.Piper@elections.virginia.gov
1100 Bank Street, 1st Floor
Richmond, VA 23219

2.6 Notice. Any notice required or permitted to be given under the MOU shall be in writing and shall be deemed to have been sufficiently given if delivered in person, if provided by email to the person designated by each party to receive notice by email, or if deposited in the U.S. mail, postage prepaid, for mailing by first class, registered, certified mail, or overnight courier service addressed the individual and at the address provided by each party. The parties may change the individual identified in the preceding section to receive notice or any of the contact information by giving the other party notice of such change in accordance with this provision. The parties agree that, should the designated person cease to be the appropriate representative, such party shall appoint a new contact and notify the other party within five (5) business days of change.

2.7 Titles and Headings. Titles and headings are inserted for convenience only and shall not be used to interpret this MOU.

2.8 Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and of the United States. If necessary, any disputes which arise out of the MOU shall be tried by a court of competent jurisdiction located in the Commonwealth of Virginia

Article 3
Monthly Data Extraction File Transfers

3.1 Provide Information. DMV agrees to provide ELECTIONS with two (2) data extractions per month, as follows:

- 1) On or about the 10th day of each calendar month, DMV will provide to ELECTIONS an electronic file, which includes those customers for whom DMV recorded (1) an in-state address change, (2) an out-of-state surrender of license, or (3) a NO answer to the citizenship question posed for voter registration purposes.

(a) Each customer record included in this file will be identified by the type of transaction, as follows:

- A = Address change
- S = License surrender
- N = Non-citizen
- P = Paper

Any record identified with an "N" will also include the date of the declaration.

(b) This electronic file will include the following data from each DMV customer record included based on one or more of the criteria identified in the preceding paragraph (a):

- Full name
- Sex
- Social Security Number
- DMV Customer Number
- Date of Birth
- Residence street address, locality, state, and zip code
- Mailing address, city, state, zip

2) On or about the 10th day of each calendar month, DMV will provide to ELECTIONS an electronic file, which includes the following data from each DMV customer record:

- Last name
- First name
- Middle name
- Name suffix
- Gender
- Social Security Number
- DMV Customer Number
- Inventory Control Number
- Date of Birth (yyyy-mm-dd format)
- Residence address line 1 (street number and name)
- Residence address line 2
- Residence address line 3
- Residence address locality
- Residence address state
- Residence address zip code
- Date residence address first reported to DMV
- Mailing address line 1 (street number and name)
- Mailing address line 2
- Mailing address line 3
- Mailing address locality
- Mailing address state
- Mailing address zip code
- Date mailing address first reported to DMV

- Documentation used to verify legal presence

3.2 Data Format. DMV will provide ELECTIONS with the above-specified data using the file layout and transmission protocols determined and agreed to by information technology personnel of the two agencies; the file layout and transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

3.3 Modification to Data Fields or File Frequency. Any addition or deletion of data fields included in the file and any change to the frequency with which DMV sends the file to ELECTIONS must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

3.4 Costs. ELECTIONS will reimburse DMV for the costs of providing data in accordance with Article 3 of this MOU at the rate of \$600 per month. Using automated monthly billing, DMV will invoice ELECTIONS on a monthly basis following the successful and timely transmission of the data required by this MOU. ELECTIONS will remit the invoice fee in accordance with the standards set forth in CARS.

Article 4

Transfer of Customer Data Pursuant to the National Voter Registration Act

4.1 Purpose. Pursuant to the requirements of the National Voter Registration Act, 52 U.S.C. § 20501, et seq.; the Help America Vote Act of 2002, Pub. L. No. 107-252, 116 Stat. 1666; and Title 24.2, Article 4, of the Code of Virginia, DMV provides customers conducting qualifying transactions the opportunity to apply to register or to update their voter information with ELECTIONS. DMV serves as a pass-through agency by collecting information from the customer and transferring the data to ELECTIONS, together with the identifying information from the customer's DMV record. This transfer of customer responses and customer record data is referred to as a "motor voter transaction." Customers present in a DMV customer service center will be presented with questions to complete the motor voter transaction on the credit card terminal located at the customer service window. Customers conducting online DMV transactions will be presented with questions to complete the motor voter transaction within their online DMV transaction. The opportunity to complete a motor voter transaction is offered to each customer conducting one of the following DMV transactions:

- Original Driver's License Issuance
- Driver's License Renewal
- Driver's License Replacement
- Original Identification Card Issuance
- Identification Card Renewal
- Identification Card Replacement

- Change of Address

4.2 Electronic Motor Voter Transactions. Once DMV determines a customer is conducting a motor voter eligible transaction, DMV sends the following data fields to confirm whether the customer is already registered to vote:

- Sending Agency : DMVWeb or InPerson
- Customer Last Name
- Customer First Name
- Customer SSN
- Customer Date of Birth
- Locality Name

ELECTIONS will return to DMV:

- IsProtected: returns true if registered voter customer is protected
- IsRegisteredVoter: returns true if customer is a registered voter
- VoterID: ELECTIONS Voter ID associated with the registered voter
- Transaction Timestamp: DateTimeStamp when voter confirmation request submitted by DMV was processed by ELECTIONS

4.3 All Customers. All customers will be informed that, if they are eligible, they will be registered to vote or have their voter registration information updated unless they decline. If the customer responds in the negative, the motor voter transaction will be concluded. DMV will transmit the following data fields to ELECTIONS:

For a negative response, one of the following Non Consent Reasons will be sent:

- DeclineVoterRecordUpdate – Customer is a registered voter and answers “No”
- DeclineRegisterToVote – Customer is not registered voter and answers “No”

A. Citizenship

Customers who do not decline will be asked whether they are a United States citizen. If the customer responds in the negative, the customer will be asked to confirm their answer. If the negative response is confirmed, the motor voter transaction will be concluded. DMV will transmit the following data fields to ELECTIONS:

- Sending Agency
- Location
- Customer Last Name
- Customer First Name
- Customer Gender
- Customer DOB
- Customer SSN

- Voter Non Consent Reason (NotUSCitizen)
- Customer DL Number
- Voter Consent Given (always assigned false when customer agrees to one of the Voter Non Consent reasons)

ELECTIONS will return to DMV:

- Transaction ID : ELECTIONS ID created and associated with the DMV request

B. Application to Apply to Register to Vote

If a customer responds affirmatively to the question to apply to register or update voter registration information, the customer will be asked if he or she is a citizen. If the customer responds affirmatively, the customer will then be presented with a series of questions to collect the information needed to transmit the voter application to ELECTIONS. The language of the questions and the order in which the questions are presented for information needed to complete the voter application process are within ELECTIONS' discretion. The language of questions collecting information needed only for the DMV transaction is at DMV's discretion. The parties shall consult and attempt to agree on all language and work flow for the motor voter process. The language of the questions presented in a motor voter transaction may be changed by written agreement of the parties without the need to amend this MOU.

For transactions in which customers respond that they do wish to apply to register to vote or update their voter registration information, DMV will transmit the following data fields to ELECTIONS:

- Voter Submission Id
- Voter Id
- Sending Agency
- Location
- Sending Agency Time Stamp
- Is US Citizen
- Voter Consent Given
- Last Name
- First Name
- Middle Name
- Suffix
- Previous Last Name
- Previous First Name
- Previous Middle Name
- Previous Name Suffix
- Gender
- DOB
- SSN
- Driver License Number

- Email Address
- Phone Number
- Residence Address Line1
- Residence Address Line2
- Residence Address City
- Residence Address State
- Residence Address Zipcode
- Residence Address Locality
- Mailing Address Line1
- Mailing Address Line2
- Mailing Address City
- Mailing Address State
- Mailing Address Zipcode
- Mailing Address Locality
- Accept Warning Statement
- Accept Privacy Notice
- Is Prohibited
- Is Rights Restored
- Is Military
- Is Protected
- Is Law Enforcement
- Is Court Protected
- Is Confidentiality Program
- Is Being Stalked
- Is Foster Parent
- Is Registered In Another State
- Non VA Registered State
- Register To Vote Confirmation
- Voter Non Consent Reason

C. Registered voters

Registered voters will be presented with one additional screen not seen by unregistered voters. The screen will display the customer's current voter registration information with ELECTIONS and state that if the information is incorrect it may be changed in the following screens. The following data fields will be presented to the customer:

- Name
- Residence/Street
Military Status

D. Non-consents

DMV transmits the entire list of data fields listed above; however, when the customer responds negatively to certain questions or prompts, the Registration Type is Non-Consent. The questions/prompts and corresponding non-consent reasons are:

- All customers:
 - IncorrectCustomerInformation – The customer answers “No” when asked if the address information that will be sent to ELECTIONS is correct.
 - RequestPrintedApplication – If the customer is unable to or elects not complete an EMV transaction, a paper application is printed (RequestedPrintedApplication)
- Customers not registered to vote:
 - DeclineWarningStatement – The customer chooses “End” on Warning message
 - DeclinePrivacyStatement – The customer chooses “End” on Privacy message
 - DeclineAffirmationStatement – The customer chooses “Decline” when prompted to confirm all information provided is true.
 - ConfirmDeclineAffirmationStatement – The customer confirms choice to decline affirmation is correct.
 - NoResponseToCitizenQuestion – The customer answers “No Response” to citizenship question.
- Customers currently registered to vote:
 - RegisteredNotUSCitizen – The customer answers “No” to citizenship question.
 - RegisteredNoResponseToCitizenQuestion – The customer answers “No Response” to citizenship question.
 - RegisteredDeclineWarningStatement – The customer chooses “End” on Warning message.
 - RegisteredDeclinePrivacyStatement – The customer chooses “End” on Privacy message.
 - RegisteredDeclineAffirmationStatement – The customer chooses “Decline” when prompted to confirm all information provided is true and he/she authorizes cancellation of current registration.
 - RegisteredConfirmDeclineAffirmationStatement – The customer confirms choice to decline affirmation is correct.

When the Registration Type is Non-Consent, only the following columns in the Voter Registration record are applicable:

- Voter Registration Id
- Voter Submission Id
- Sending Agency
- Location
- Sending Agency Time Stamp
- Last Name
- First Name
- Gender
- DOB
- SSN
- Voter Non Consent Reason

- Driver License Number
- Create Date
- Submitted Date
- Registration Type

4.4 Print on demand transactions. Customers who are unable or unwilling to complete the motor voter transaction on the credit card terminal available in a customer service center will be provided a print on demand form. DMV will prepopulate the form with the customer's information found on the DMV record. The customer will be given the opportunity to complete the form while present in the DMV and return the form to the DMV customer service representative. DMV will collect all forms and mail them on a daily basis to the Department of General Services (DGS).

4.5 Overnight batch. DMV offers customers the opportunity to change an address, renew or replace a driver's license, and renew or replace an identification card, by mailing a paper form to DMV headquarters. To comply with the requirement to offer a motor voter transaction to these customers, DMV will send a paper application prepopulated with the customer record information to the customer through an overnight batch process. Customers will be directed to return the form to ELECTIONS by mail.

4.6 Lack of social security number on DMV customer record. Prior to transmitting an electronic motor voter customer transaction, the DMV system will check the customer record to determine if the customer has a social security number on file. If the check determines no social security number is present, the motor voter transaction will be held until the end of the day, when the system will check the customer record a second time. If a social security number is present, the number will be transmitted with the customer record information and responses to the motor voter questions to ELECTIONS at that time. If the customer still does not have a social security number on file at the end of the day, the customer will be sent a paper application in accordance with the batch process in Section 4.5

4.7 Modification to Data Fields and Services. Any addition, deletion or significant modification of data fields or services included in this data exchange must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

Once DMV and ELECTIONS reach agreement on changes, development, testing and implementation will follow software development lifecycle and change control processes as governed by DMV and COV policies.

DMV is a pass-through for collecting customer information, and ELECTIONS is responsible for ensuring that the data received meets the agreed upon requirements in a timely manner in both test and production environments.

Article 5
ELECTION's Access to OnBase

5.1 Provide Access. DMV shall provide read-only access to OnBase to identified ELECTIONS users in order for ELECTIONS to research voter registration information and verify customer responses in relation to the voter registration process. ELECTIONS will be given access to document types Driver's License, ID Card, and Address Change.

5.2 ELECTIONS Users. ELECTIONS will provide a log of all authorized users to OnBase to DMV and keep the log updated with personnel changes. The parties will agree upon a schedule for adding or deleting authorized users as required to provide sufficient support for elections scheduled throughout the calendar year.

Article 6
Digital Signature Service

6.1 Purpose. For transactions relating to voting initiated by the customer either through DMV or ELECTIONS' electronic means, ELECTIONS must obtain a customer signature to complete the transaction. Pursuant to Va. Code § 24.2-416.7, DMV shall provide ELECTIONS with a digital copy of an applicant's signature on record with DMV.

6.2 Information Provided by ELECTIONS. For each transaction, ELECTIONS sends to DMV the following customer data fields:

- Customer number
- Social security number
- Date of Birth

6.3 Information Provided in Return to ELECTIONS. DMV provides the following data fields in response to a customer submission from ELECTIONS:

- Residence Address Street Line 1
- Residence Address Street Line 2
- Residence Address City
- Residence Address State
- Residence Address Zip
- Residence Address Country
- Mailing Address Street Line 1
- Mailing Address Street Line 2
- Mailing Address City
- Mailing Address State
- Mailing Address Zip
- Mailing Address Country
- Mailing Address Jurisdiction

- Valid Customer Number (Y/N indicator on whether Customer number found on Host file)
- Valid SSN (Y/N indicator on whether SSN provided by SBE matched Host)
- Valid DOB (Y/N indicator on whether DOB provided by SBE matched Host)
- Process Indicator (Y/N indicator on whether request was processed successfully)
- License Type
- Customer Digital Signature from CBN

6.4 Data Format. The above-specified data will be transferred using the transmission protocols determined and agreed to by information technology personnel of the two agencies; the transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

6.5 Modification to Data Fields and Services. Any addition, deletion or significant alteration of data fields or services included in this data exchange must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

Once DMV and ELECTIONS reach agreement on changes, development, testing and implementation will follow software development lifecycle and change control processes as governed by DMV and COV policies.

DMV is a pass-through for collecting customer information, and ELECTIONS is responsible for ensuring that the data received meets the agreed upon requirements in a timely manner in both test and production environments.

Article 7 VERIS Verification against DMV records

7.1 Purpose. To allow ELECTIONS to verify the identity of customers seeking to register to vote by direct contact with ELECTIONS.

7.2 Information Provided by ELECTIONS. For each transaction, ELECTIONS sends to DMV the following data elements:

- First name
- Middle name
- Last name
- Suffix
- Date of birth
- Social security number

7.3 Information Provided in return to ELECTIONS. DMV makes a first attempt to match the social security number provided by ELECTIONS with DMV's customer records. If the

social security number is found, DMV then compares the additional data elements for an exact match on first name, last name and date of birth. If all of the fields are an identical match, DMV returns the Match Indicator as 'Y.' If any of the data fields do not match, DMV returns the Match Indicator as 'N.'

If DMV's records do not contain a customer with the social security number provided by ELECTIONS, DMV attempts to search for the customer by Name. If DMV finds a match for the customer name in DMV's records, DMV then compares of first name, last name and Date of Birth with the information provided by ELECTIONS. If all three data elements match exactly the information ELECTIONS sent, DMV returns the Match Indicator as 'Y'. If any of the fields do not match, DMV returns an 'N' in the Match Indicator.

7.4 Data Format. The above-specified data will be transferred using the transmission protocols determined and agreed to by information technology personnel of the two agencies; the transmission protocols may be revised and/or adjusted over time as the agencies' personnel deem appropriate without the necessity of a new MOU. Such revisions or adjustments must be agreed upon in writing by both agencies. The written documentation will not become an amendment to this MOU unless requested by either party.

7.5 Modification to Data Fields. Any addition or deletion of data fields included in this data exchange must be agreed upon in writing. The parties may amend this agreement to reflect the change in accordance with Article 2.3 or may attach the written documentation as an amendment to this MOU.

Article 8 ELECTIONS' Responsibilities

8.1 Use of DMV information. ELECTIONS will use DMV information for the purposes of voter registration as required by Chapter 4 of Title 24.2 of the *Code of Virginia*. Except as provided in *Virginia Code* §§ 24.2-404 and 24.2-444, ELECTIONS shall not make DMV information available to the public and shall not provide such information to any third party.

8.2 Confidentiality and Privacy of Information. ELECTIONS acknowledges and agrees that any information obtained pursuant to this MOU is considered personal and confidential and is subject to and governed by the restrictions upon access, use and/or dissemination of such information set forth in state and/or federal laws and regulations. ELECTIONS agrees, without reservation or qualification, that it and its employees, agents, and/or authorized users shall comply with and be subject to all applicable laws and regulations, whether federal or state, in connection with any the receipt and use of DMV data received pursuant to this MOU including, but not limited to, (1) the Federal Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.), (2) the Government Data Collection and Dissemination Practices Act (*Va. Code* § 2.2-3800 et seq.), (3) the Virginia Computer Crimes Act (*Va. Code* § 18.2-152.1 et seq.), (4) the provisions of *Va. Code* §§ 46.2-208 and 58.1-3, and (5) any successor rules, regulations, or guidelines adopted by DMV with regard to disclosure or dissemination of any information obtained from DMV records or files. ELECTIONS agrees to comply with such restrictions and to make all employees,

agents, and authorized users of ELECTIONS aware of such provision and of their duties and obligations thereunder.

8.3 Monitoring Use of Information. ELECTIONS agrees to monitor all use of the information obtained from DMV and to immediately report to DMV any incidents of non-compliance with federal or state laws and regulations, non-compliance with this MOU, or misuse of information provided under this MOU by any person or entity.

8.4 Antivirus and Security Patch Requirements. ELECTIONS understands and agrees that each and every electronic device used to access the DMV System must:

- a) Have commercially available Antivirus software installed and actively running on the device, and that the Antivirus software must be maintained with up-to-date virus definitions; and
- b) Have the latest approved operating system security patches installed on the device, and that the operating system must be maintained with up-to-date security patches.

8.5 Security Requirements. ELECTIONS shall, at its own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. ELECTIONS shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. ELECTIONS also shall, at its own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at

<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

ELECTIONS will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

8.6 Audit. DMV reserves the right to audit ELECTIONS to confirm compliance with all requirements in this MOU. ELECTIONS shall provide DMV with full access to and the opportunity to examine any electronic devices, records and/or other materials necessary to performing such audits, excepting any such records and/or other materials that are privileged or confidential. Similarly, ELECTIONS reserves the right to audit DMV to confirm compliance with all requirements in this MOU. DMV shall provide ELECTIONS with full access to and the opportunity to examine any electronic devices, records and/or other materials necessary to performing such audits.

8.7 ELECTIONS Liability. ELECTIONS shall be liable for any misuse or misappropriation of any information obtained from DMV in connection with this MOU, any failure by ELECTIONS, its employees, agents, and/or authorized users to comply with the provisions of the Federal Driver's Privacy Protection Act, *Virginia Code* §§ 46.2-208 and 58.1-3, and the Government Data Collection and Dissemination Practices Act and for any failure to safeguard and limit access to DMV files as required herein.


8.8 DMV Liability. DMV shall be liable for any misuse or misappropriation of any information obtained from ELECTIONS in connection with this MOU, any failure by DMV, its employees, agents, and/or authorized users to comply with the provisions of the Federal Driver's Privacy Protection Act, *Virginia Code* §§ 46.2-208 and 58.1-3, and the Government Data Collection and Dissemination Practices Act and for any failure to safeguard and limit access to ELECTIONS files as required herein.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed by their authorized representatives intending to be bound by the terms and conditions herein set forth.

Virginia Department of Motor Vehicles

Virginia Department of Elections

By: 
Richard D. Holcomb, Commissioner

By: 
Christopher Piper, Commissioner

Date: 2-25-2021

Date: 3/15/2021

MEMORANDUM OF AGREEMENT

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, U.S. CITIZENSHIP AND IMMIGRATION SERVICES, AND THE VIRGINIA STATE BOARD OF ELECTIONS

I. PARTIES.

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Virginia State Board of Elections** (User Agency). User Agency includes Virginia county and city general registrars responsible for maintaining voting rolls.

II. AUTHORITY.

The authorities governing this MOA include, but are not limited to, the following:

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

Privacy Act, 5 U.S.C. § 552a, as amended.

The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et seq., as amended.

The National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-6, Pub. L. No. 103-31, 107 Stat. 77, as amended.

Help America Vote Act of 2002, 42 U.S.C. § 15483, Pub. L. No. 107-252, § 303, 116 Stat. 1666, as amended.

Code of Virginia § 24.2-103(A)

Code of Virginia § 24.2-404

Code of Virginia § 24.2-427

Code of Virginia § 24.2-430

1 VA. Admin. Code § 20-40-70

Pursuant to the requirements of the Office of Management and Budget (OMB) Circular A-97, dated August 29, 1969, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act of 1968, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

III. PURPOSE.

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen registrants (registrants) on the User Agency's Voting Rolls (benefit). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry of DHS records by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS).
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information of an initial verification of a registrant's citizenship and immigration status;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the registrant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;
- (5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;

(8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80 percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

B. User Agency agrees to:

(1) System Use.

(a) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the registrant's immigration or DHS citizenship documentation, e.g., Alien Registration, Naturalization Certificate or Certificate of Citizenship number, for initial automated verification, (2) as needed, additional information obtained from the alien's immigration or DHS citizenship documentation for automated additional verification, and (3) as needed, completed Forms G-845 and other documents and information required for manual additional verification. Institute additional verification for any registrant that does not verify as a naturalized or derived citizen on initial verification. If SAVE is unable to verify the registrant as a naturalized or derived citizen after conducting the second step additional verification, the User Agency will contact the registrant to obtain proof of citizenship in accordance with the provisions of this MOA, or rely upon the registrant's attestation of citizenship. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

- (b) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;
- (c) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (d) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;
- (e) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;
- (f) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the registrant requests after the User Agency initiates a request for verification;
- (g) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons on the User Agency's Voting Rolls and limit use of such information in accordance with this and all other provisions of this MOA;
- (h) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;
- (i) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality, including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;¹
- (j) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;
- (k) Comply with federal laws prohibiting discrimination against registrants and discriminatory use of the SAVE Program based upon the national origin, color, race,

¹ Each registrant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of www.uscis.gov.

gender, religion, or disability of the registrant, including but not limited to the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. 15301 et seq., as amended; the Voting Rights Act, 42 U.S.C. 1973 et seq., as amended; and the Civil Rights Act, 42 U.S.C. 1971, 1974, as amended;

(l) Create standardized correspondence to request that a registrant provide a Naturalization Certificate or Certificate of Citizenship to complete SAVE verification and submit that correspondence to SAVE for approval prior to system use;

(m) Provide all registrants who do not verify as a citizen under the terms of the MOA with adequate written notice that their citizenship could not be verified and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individuals may obtain a copy of their Naturalization Certificate or Certificate of Citizenship or correct their records in a timely manner, if necessary;

(n) Provide all registrants who are not verified as citizens based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial or the opportunity to provide an attestation of citizenship upon which User Agency will rely, and in any case, with the opportunity to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(o) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to OMB Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original registrant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE training records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

(3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is

published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

V. POINTS OF CONTACT.

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services,
Department of Homeland Security, Washington, DC 20529-2620, (888) 464-4218,
Attn: SAVE Operations. E-mail: SAVEregistration@dhs.gov.

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration
Services, Department of Homeland Security, Washington, DC 20529-2640,
(888) 464-4218. E-mail: SAVE.monitoring@dhs.gov.

USER AGENCY- [Virginia State Board of Elections, 1100 Bank St., Washington
Building, 1st Floor, Richmond, VA 23219, (804) 864-8905,
Matthew.Davis@SBE.Virginia.gov

VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the registrant's eligibility for the benefit.

(C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or

from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

(J) Compliance with Other Laws. Nothing in this MOA is intended or should be construed to limit or affect the duties, responsibilities, and rights of the User Agency under the National Voter Registration Act, 42 U.S.C. 1973gg et seq., as amended; the Help America Vote Act, 42 U.S.C. 15301 et seq., as amended; the Voting Rights Act, 42 U.S.C. 1973 et seq., as amended; and the Civil Rights Act, 42 U.S.C. 1971, 1974, as amended.

VII. EFFECTIVE DATE.

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

VIII. MODIFICATION.

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

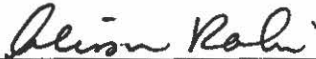
IX. TERMINATION.

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.



Alissar Rahi
Chief, SAVE Program
U.S. Citizenship and Immigration Services
Department of Homeland Security

3/26/14
Date



Donald Palmer
Secretary
Virginia State Board of Elections

3/20/2014
Date



U.S. Citizenship
and Immigration
Services

Information for Registrants: Verification of Citizenship Status and How to Obtain Your Document or Correct Your Record with USCIS

Many federal, state and local agencies verify the immigration or citizenship status of benefit applicants to ensure that only qualified aliens or naturalized and derived citizens receive benefits. These agencies verify immigration or citizenship status by using the Systematic Alien Verification for Entitlements (SAVE) Program of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

The voter registration agency in your state has submitted information to the SAVE Program for verification of your citizenship. The SAVE Program cannot confirm your citizenship status based upon information provided by the agency. Please note that there are a number of reasons why the SAVE Program may not be able to verify your citizenship, e.g., the SAVE Program can only verify naturalized or derived citizens, to the extent that a derived citizen received an official determination on citizenship by USCIS. The inability of the SAVE Program to verify your citizenship does not necessarily mean that you are not a citizen of the United States and are ineligible to vote.

If you need a replacement of your Naturalization Certificate or Certificate of Citizenship or believe that the SAVE Program response to the voter registration agency did not provide accurate information about your citizenship status and you need to make corrections to your citizenship record, please contact USCIS by using one of the following methods:

1. File a Form N-565 to obtain a replacement of your Naturalization Certificate or Certificate of Citizenship. The Form N-565 and instructions for filing can be found at: <http://www.uscis.gov/files/form/n-565.pdf> and <http://www.uscis.gov/files/form/n-565instr.pdf>

2. Schedule an appointment for an in-person interview at a local USCIS office to correct your record. You may schedule an appointment at a local USCIS office at the InfoPass website, <http://infopass.uscis.gov>, or by calling the National Customer Service Center, 1-800-375-5283. Scheduling an appointment is the fastest way to correct your records. We recommend that you bring to your appointment this Fact Sheet, documentation evidencing your citizenship status, and any information provided by the voter registration agency concerning why your citizenship status could not be verified.

3. Submit a request in writing to correct your record. If you know the information that needs to be corrected in your record, you may submit a request to correct your records to the Freedom of Information Act/Privacy Act (FOIA/PA) Office at the following address:

Privacy Act Amendment
U.S. Citizenship and Immigration Services
National Records Center
FOIA/PA Office
P.O. Box 648010
Lee's Summit, MO 64064-8010

We recommend that you include the following information in your submission, if available:

- State that you are being denied voter benefits
- Information that is inaccurate
- Proposed change(s) to the record
- Date and place of birth
- A return address
- Copies of your immigration or DHS citizenship documents
- Reason it is inaccurate
- A-File number and/or the full name
- Notarized signature of the registrant
- Other information to assist locating the record

If you do not know the information you need to correct, you may submit a written request to obtain your records by submitting Form G-639, *FOIA/PA Request*. This form is available from the nearest USCIS office or online at <http://www.uscis.gov/files/form/g-639.pdf>. You should use the address specified above, but mark the envelope "*Privacy Act Request*" rather than "*Privacy Act Amendment*."